

**EDCO COLLABORATIVE**

**RETIREE HEALTH PLAN**

**RESTATED EFFECTIVE AS OF JUNE 30, 2011**

**EDCO COLLABORATIVE**  
**RETIREE HEALTH PLAN**

1. Introduction

The EDCO Collaborative hereby amends and restates in its entirety this EDCO Collaborative Retiree Health Plan (the "Plan"), effective as of June 30, 2011. The name of this plan continues to be the "EDCO Collaborative Retiree Health Plan". The purpose of the Plan is to provide EDCO Collaborative's retired employees with the health insurance benefits described herein.

2. Definitions

- (a) "Code" means the Internal Revenue Code of 1986, as amended.
- (b) "Health Plan" means coverage under a health insurance or dental insurance plan as described on Schedule A attached hereto.
- (c) "Plan" means the EDCO Collaborative Retiree Health Plan.
- (d) "Plan Year" means the twelve month period commencing each July 1 and ending each June 30.
- (e) "Retiree" means:
  - i. anyone at least 58 years of age who is receiving a retirement allowance in accordance with Massachusetts General Laws, c.32, and who has 10 years Consecutive Service for EDCO Collaborative, or prior to July 1, 1988, Education Collaborative for Greater Boston, Inc.
  - ii. Retirees between the ages of 58 and 64 are defined as "retirees" and not as "early retirees".
  - iii. anyone so designated by the Board from time to time.

3. Eligibility and Participation

- (a) The spouse, surviving spouse or eligible dependent of a Retiree who does not elect to participate in this Plan may elect coverage under a Health Plan, but with no financial support from the Plan or EDCO Collaborative. The Retiree's spouse, surviving spouse or eligible dependent will be responsible for one-hundred percent (100%) of the premiums due for the coverage selected. Premiums due pursuant to this section must be paid to the Plan Administrator at least thirty (30) days in advance of the premium due date and coverage will cease if any premium is delinquent. Claims for eligibility for coverage under this Plan will be handled under the claims procedure in Section 9. EDCO Collaborative, through a resolution of its Board of Directors, has sole and absolute discretion to change group health insurance providers or terminate the group health plan

providing benefits to the spouse, surviving spouse or eligible dependant of the Retiree provided pursuant to this Section 3(a) of the Plan.

(b) In order for a Retiree to be eligible to participate in the Plan:

- i. He/she must retire as an active EDCO employee and officially retire with the appropriate Massachusetts retirement system within 120 days of retirement from EDCO.
- ii. He/she must be enrolled in EDCO's group health plan prior to and on the day of his/her retirement from EDCO.
- iii. He/she must meet the conditions of continuous service as follows:

"Continuous Service" means:

Anyone who has worked at least an average of twenty-five (25) hours per week for the EDCO Collaborative, or prior to July 1, 1988, Education Collaborative for Greater Boston, Inc., and has been continuously, without a break of any kind, on the EDCO payroll. The exceptions are: a) those employees who are off the payroll due to an approved medical or FMLA leave and return to the EDCO payroll once the leave is completed; b) those employees who are off the payroll for a period up to fourteen (14) days of unpaid leave and return to the EDCO payroll; c) those employees who have been granted an authorized leave of absence and return to the EDCO payroll; and d) those employees who are employed by EDCO via a contract, whose employment is then terminated due to the lack of renewal and/or funding of the contract, and then subsequently return to the EDCO payroll within three (3) years.

For those employees who have been granted an authorized leave of absence, the period of the leave of absence is not counted towards the length of time of continuous service. Similarly, for those employees who were terminated by EDCO due to the lack of renewal and/or funding of a contract, the time off of the EDCO payroll is not counted towards the length of time of continuous service.

Unless specifically covered by one of the categories above, if an employee works for EDCO and then terminates employment with EDCO, regardless of whether the termination was at the initiation of the employee or EDCO, and then returns to be employed by EDCO, there is no credit for previous employment with EDCO towards continuous service. In such circumstances, continuous service begins with the most recent employment with EDCO.

(c) If the Retiree is under the age of 65 and enrolled in either the HMO or PPO plan, and the Retiree's spouse is 65 or older, the Retiree's spouse may be enrolled in the

Medicare Complement plan. Similarly, if the Retiree is 65 or older and enrolled in the Medicare Complement plan, the Retiree's spouse may be enrolled in the HMO or PPO plan.

#### 4. Health Plan Enrollment and Premium

##### (a) Enrollment.

A Plan participant may enroll in and receive coverage under one of the Health Plans described in Schedule A attached hereto and incorporated by reference herein. Notwithstanding the foregoing, enrollment of Plan Participants eligible for Medicare is limited to a Health Plan providing only Medicare supplemental benefit coverage. The provisions of each Health Plan are described in the contracts with EDCO Collaborative, and claims for Health Plan benefits and review of such claims shall be made as provided in the applicable contracts.

The Board of Directors of EDCO Collaborative reserves the right in its sole and absolute discretion to either change group health insurance providers or terminate the Health Plans described in Schedule A.

##### (b) Premium.

The Participant's share of the monthly premium is the difference between the total premium amount due and the portion of the premium paid by EDCO Collaborative. The Participant's share of the monthly premium amount must be paid to the Plan Administrator at least 30 days in advance of the premium due date. Coverage will cease immediately if any premium is delinquent. There will be no grace period for delinquent payments.

##### (c) EDCO Collaborative's Share of Premiums.

Paragraphs (c)(i), (ii) and (iii) below identify the portion of the premium amount paid by the EDCO Collaborative toward the total premium amount due and payable for Retirees, the Retiree's spouse, surviving spouse or eligible dependent, as applicable. The Board of Directors of the EDCO Collaborative may in its sole and absolute discretion increase up to 3% per year premium payments payable by the EDCO Collaborative pursuant to this Section 4 of the Plan, or any subsection hereunder, but also retains the right to decrease or eliminate in its entirety any and all premium payments payable hereunder.

*(i) Retirees, excluding those listed on Addendums A, B and C hereto.*

Commencing July 1, 2011, the EDCO Collaborative shall pay the following amounts toward the Retiree's monthly health insurance premium. This is a flat amount and does not vary according to the type of coverage selected by the Retiree.

Retiree's Age at Retirement	Medical Insurance Premium Paid by EDCO Per Month	Dental Insurance Premium Paid by EDCO Per Month	Total Premium Paid by EDCO Per Month
58-64	\$185.47	\$23.20	\$208.67
65 or older	\$233.02	\$27.82	\$260.84

(ii) *Retirees Identified on Addendum A.*

Commencing July 1, 2011, EDCO shall pay the following amounts toward the monthly premium of Health Plan coverage as provided below for Retirees with: (A) twenty-two (22) or more years of Consecutive Service to EDCO as of July 1, 2004, and/or (B) individuals who have retired from EDCO at age of 65 years or older. Further, commencing July 1, 2011, EDCO shall pay the following amounts toward the monthly premium of Health Plan coverage as provided below upon the retirement from EDCO, of the two current employees of EDCO identified in Addendum A with twenty-two (22) or more years of Consecutive Service to EDCO as of July 1, 2004.

Plan Type	Premium Paid By EDCO Per Month
Tufts Premium HMO Individual (I) Family (F)	\$329.18 \$855.85
Tufts Advantage HMO Individual (I) Family (F)	\$309.43 \$804.49
Tufts Advantage PPO Individual (I) Family (F)	\$399.33 \$1,038.32
Delta Dental Individual (I) Family (F)	\$26.28 \$79.94
Tufts Medicare Complement Individual (I)	\$211.37

The Retiree's spouse, surviving spouse or eligible dependent may elect to participate in the Plan and receive financial support from EDCO Collaborative as specified in the schedule above, provided the Retiree elects individual or family coverage.

*(iii) Retirees listed on Addendum B.*

Commencing July 1, 2011, EDCO shall pay the following amounts toward the monthly premium of Health Plan coverage as provided below, for Retirees who retired from EDCO between the ages of 62 and 64 years old and who are identified in Addendum B, as provided below.

Plan Type	Premium Paid By EDCO Per Month
Tufts Premium HMO Individual (I) Family (F)	\$274.32 \$713.21
Tufts Advantage HMO Individual (I) Family (F)	\$257.85 \$670.42
Tufts Advantage PPO Individual (I) Family (F)	\$332.79 \$865.25
Delta Dental Individual (I) Family (F)	\$21.91 \$66.62
Tufts Medicare Complement Individual (I)	\$176.15

The Retiree's spouse, surviving spouse or eligible dependent may elect to participate in the Plan and receive financial support from EDCO Collaborative as specified in the schedule above, provided the Retiree elects individual or family coverage.

*(iv) Retirees listed on Addendum C.*

Commencing July 1, 2011, EDCO shall pay the following amount toward the monthly premium of any medical plan coverage individually

contracted for and selected by a Retiree. Each such Retiree shall be listed on Addendum C hereto.

Retiree	Premium Paid By EDCO Per Month
Retirees listed on Addendum A	\$211.37
Retirees listed on Addendum B	\$176.15
Any other retiree: Age 58-64	\$167.76
Age 65 or older	\$210.75

5. Cessation of Participation

A participant shall cease participation upon becoming eligible for Medicare unless the participant enrolls in a supplemental Medicare Health Plan, if one is offered under the Plan. Further, any participant who is a spouse, surviving spouse, or eligible dependent shall cease participation upon ceasing to be an eligible dependent under the terms of the Health Plan or upon becoming eligible for Medicare unless the participant enrolls in a supplemental Medicare Health Plan, if one is offered under the Plan. Finally, participation in this Plan will cease immediately for any participant who fails to make a timely premium payment.

6. Plan Administrator

This Plan and eligibility for participation and premium amounts shall be administered by the EDCO Collaborative, as the Plan Administrator. Duties of the Plan Administrator will be delegated to the employee(s) serving as Trustee(s) of the 501(c)(9) Trust to which EDCO Collaborative makes contributions. The Plan Administrator may establish such rules and procedures as are consistent with the provisions herein. The Plan Administrator shall have the sole discretion to determine the meaning of any ambiguities in the interpretation of the provisions of this Plan.

7. Amendment and Termination

This Plan may be amended or terminated at any time in the sole and absolute discretion of the Board of Directors of the EDCO Collaborative, including any successor thereof, and at no time will rights to coverage be vested.

8. Governing Law

This Plan and rights of all persons under this Plan shall be construed in accordance with and under applicable provisions of the Code and the laws of the Commonwealth of Massachusetts. This Plan is not subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA").

9. Claims Procedure for Eligibility for Coverage

Any claim for eligibility under this Plan shall be made to the Plan Administrator in writing which describes the claim clearly, and is dated and signed by the individual making the claim.

In the event that any claim is not resolved to the satisfaction of the claimant within 90 days after the claim has been made (or within 120 days, if special circumstances exist requiring additional time, and if within 90 days the claimant is informed of such special circumstances and of the amount of the additional time needed), the Plan Administrator shall give written notice to the claimant, giving the reasons for its decision, including specific reference to pertinent Plan provisions, a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary, and advising the claimant of the right (and the procedures to be followed) to request a review.

Within 60 days of receiving a notice of denial of a claim, the claimant or the claimant's duly authorized representative may request a review of the denial upon written application to the Plan Administrator, review pertinent documents, and submit issues and comments in writing to a person appointed by the Plan Administrator to review denial. A decision by the person so appointed shall be made promptly, and shall be made within 60 days after the request for review is submitted (or within 90 days, if special circumstances exist requiring additional time, and if within 60 days the claimant is informed of such special circumstances and of the amount of additional time needed). Such decision shall be written and shall include the specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

On behalf of EDCO Collaborative

Dated: 5/5/11

By:   
Helen Charlupski, Board Chairperson



**SCHEDULE A**

HEALTH PLANS AS OF JULY 1, 2011

Tufts Health Plan PPO

Tufts Health Plan HMO

Tufts Health Plan Medicare Complement

Delta Dental of Massachusetts

**ADDENDUM A**

EDCO Retiree List per Section 4(c)(ii)

Green, John  
Kassap, Mildred  
Kessinger, John  
Myers, Joanne  
Onanian, George  
Prescott, Donna  
Schwartz, Miriam\*  
Scott, Thomas  
Simat, Karen\*

\*Dental Insurance Only

EDCO Employee List per Section 4(c)(ii)

McSwiney, Eileen  
Mulligan, Edward

On behalf of EDCO Collaborative

Dated: 5/5/11

By:   
Helen Charlupski, Board Chairperson

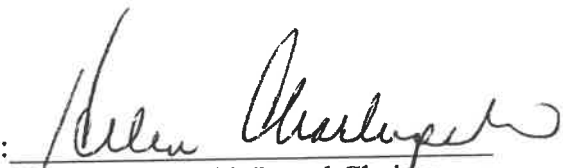
**ADDENDUM B**

EDCO Retiree List per Section 4(c)(iii)

Berman, Sandra  
Flannery, William  
Gerraghty, Barbara  
Grey, Carolyn  
Heggarty, Dorothy  
Lynch, Mary  
Mann, Susan  
Messinger, Linda  
Resendes, John  
Salveson, Janice  
Sanchez, Leonor  
Thomas, Anna

On behalf of EDCO Collaborative

Dated: 5/5/11

By:   
Helen Charlupski, Board Chairperson


**ADDENDUM C**

EDCO Retiree List per Section 4(c)(iv)

Schwartz, Miriam  
Simat, Karen

On behalf of EDCO Collaborative

Dated: 5/5/11

By:   
Helen Charlupski, Board Chairperson